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into the United States. The judgment in the leading case of *Downes v. Bidwell* (1900), 182 U. S. 244, although dissented to by four justices, determined that Porto Rico was not incorporated into the United States so as to include it in the sense of the "revenue laws". For the same reason the court held in *Dorr v. United States* (1904), 195 U. S. 138, that in the Philippine Islands the plaintiff was not entitled to a trial by jury. The court said: "We conclude that the power of Congress to govern territories does not require that body to enact \* \* \* a system of laws which shall include the right of trial by jury. The Philippine Islands are held only under the sovereignty of the United States."

CONTRACT—ACTION FOR BREACH—QUESTION FOR JURY.—The president of one corporation called up the agent of another by telephone and asked him to enter his order, and then sent it in writing. The order was received without objection, but subsequently, the price of the goods advancing, the defendant refused to fill it. *Held*, that whether the telephone conversation, together with the written order, constituted a contract was a question of fact for the jury and that a direction of a verdict for the defendant at the close of the plaintiff's evidence was error. *Monarch Electric & Wire Co. v. The National Conduit and Cable Co.*, — (C. C. A., Seventh Circuit) —, 138 Fed. Rep. 18.

No doubt the order granting a new trial was correct, for leaving out the question of agency, the plaintiff's evidence seems to make out a contract; nevertheless, the proposition of law as laid down by the appellate court is open to question. What the parties said and their intention to enter into a contract are questions for the jury, but it is for the court to say whether what they say amounts to a contract and what its effect may be. ANSON ON CONTRACTS, p. 238; 2 PARSONS ON CONTRACTS, p. 648. *Contra*, *Edwards v. Goldsmith*, 16 Pa. St. 43.

CONTRACT—EFFECT OF ASSIGNMENT OF A DRAMSHOP LICENSE AS PART CONSIDERATION.—Plaintiff sues on a promissory note for \$4,000 given as part consideration for the "goods, license, good will, etc.," of the Joplin Hotel Bar. *Held*, the inclusion of the seller's license in a sale of a saloon, liquors, fixtures, and good will renders the whole contract, and the note given therefor, void, under Rev. St., 1899, § 2992, prohibiting the transfer or assignment of a dramshop license. *Sawyer v. Sanderson et al.* (1905), — Mo. —, 88 S. W. Rep. 151.

The lower court ruled that the mere attempt to sell the license would not vitiate the entire contract of sale unless both parties intended that it should be utilized by the defendants in conducting the business—a question for the jury, who found for the plaintiff. This court, reversing the judgment, said: "The consideration being single and indivisible, it seems to us that part of the single and inseparable consideration being void, the contract as a whole is void, because opposed to positive law." *Dow v. Taylor*, 71 Vt. 337; *Gerlach, v. Skinner*, 34 Kan. 86. This proposition is indubitably correct, but is the consideration here single and inseparable? The many cases cited to support this conclusion are not directly in point, because it is not questioned that